

STATE OF MICHIGAN
COURT OF APPEALS

K-MART CORPORATION,

Plaintiff-Appellee,

V

LAVERNE D. LOGAN, a/k/a LAVERNE D.
HENSEN, LESLIE ANNE LOGAN, ORLAND
FRANK GARZONI, LAKESIDE AUTO SPA,
INC., a/k/a LAS, INC., and PETER A. GARZONI,

Defendants/Third-Party Plaintiffs-
Appellants,

and

CORE COMMERCIAL REALTY, INC.,

Defendant/Third-Party Plaintiff,

and

MICHAEL J. GARZONI,

Third-Party Defendant.

Before: Smolenski, P.J., and White and Wilder, JJ.

WILDER, J., (*concurring*).

I join in part I of the lead opinion. Additionally, I agree that the applicable limitation period for plaintiff's fraud and civil conspiracy claims is six years, MCL 600.5813, and that the applicable limitation period for plaintiff's claim for unjust enrichment is also six years because

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this claim is “dependent on the existence of contract or contract principles.”¹ *Hutala v Travelers Ins Co*, 401 Mich 118, 125; 257 NW2d 640 (1977).

I further agree that pursuant to MCL 600.5827, the claims asserted in plaintiff’s first amended complaint accrued “when the wrong [was] done,” *Boyle v General Motors Corp*, 486 Mich 226; 661 NW2d 557 (2003), and that in this case the “wrong” occurred no later than 1992. Therefore, I also concur in the lead opinion’s conclusion in part IV that plaintiff’s claims in this case are time-barred.

/s/ Kurtis T. Wilder

¹ The first amended complaint alleges that pursuant to fraudulent listing agreements and fictitious brokers, plaintiff paid real estate commissions that were not earned, constituting an unjust enrichment to defendants. Thus, plaintiff’s unjust enrichment claim is clearly dependent on the existence of contracts.